

(323) 881-2401

February 1, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF APPROPRIATION ADJUSTMENT,
APPROVAL OF AGREEMENT FOR PLANNING AND DEVELOPMENT AND
AWARD OF ARCHITECT/ENGINEERING AGREEMENTS FOR
FIRE STATION 93 AND FIRE STATION 136 IN THE CITY OF PALMDALE
(3 Votes) (5th District)**

**JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICER THAT
YOUR BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED
FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Find that this Agreement is exempt from the California Environmental Quality Act.
2. Approve and instruct the Chair of the Board to sign the Agreement for Planning and Development of Fire Station 93 and Fire Station 136 in the City of Palmdale effective upon Board approval.
3. Authorize the Fire Chief to enter into architectural agreements for each project selected from the Fire District's as-needed architectural firms approved by your Board on August 3, 2004.
4. Approve the appropriation adjustment in the amount of \$1,000,000; \$500,000 for Fire Station 93 – New Station (Capital Project No. 70962) and \$500,000 for Fire Station 136 – New Station (Capital Project No. 70967) to fund the Architectural and Engineering cost this fiscal year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will provide for the transfer of ownership of the project sites to the Consolidated Fire Protection District and allow the Fire Chief to award architectural agreements to begin the design of two new fire stations in the City of Palmdale. Fire Station 93 will be located at 55th Street East and Avenue R, and Fire Station 136 will be located immediately north of the intersection of Town Center Drive and Bolz Ranch Road.

Proposed Planning Agreement

Since 1999, the Consolidated Fire Protection District of Los Angeles County (Fire District) and the City of Palmdale (City) have been negotiating an agreement to address the increasing need of fire protection and emergency medical services in the City. The Fire District has recently concluded these negotiations and is recommending approval of the attached Planning and Development Agreement (Planning Agreement) to provide for the design and construction of Fire Stations 93 and 136 in the City (Enclosure A). Under the recommended Planning Agreement:

- The City will convey land to the Fire District for Fire Stations 93 and 136;
- The City will construct the water and sewer infrastructure to the property lines, and waive all City permit fees;
- The Fire District will fund all other costs associated with the construction of the stations (architect, construction, project management, etc.);
- The City will reimburse the Fire District for up to 24 percent of the project cost on Fire Station 93 and up to 29 percent of the project cost on Fire Station 136 from its Fire Facilities Impact Fees; and
- The Fire District must make a good faith effort to start construction in 14 months and complete construction in 38 months. If the Fire District does not make a good faith effort to meet these timeframes, the land the City conveyed to the Fire District for Fire Stations 93 and 136 will revert back to City ownership.

The City's conveyance of the proposed sites to the Fire District satisfies the requirements of the Amended and Restated Agreement for Allocation of Tax Increment Funds (Tax Increment Agreement) between the Fire District, the City, and the Palmdale Redevelopment Agency (Agency) that was approved by your Board in 1993. Pursuant to Section 6 (b) of the Agreement, the Agency is required to: 1) pay the Fire District \$500,000 for the acquisition of property and/or construction of a new fire station within the territorial jurisdiction of the City; or 2) provide a site for a new fire station that the Fire District determines to be suitable.

The Fire Facilities Impact Fee was enacted by the City in 1999 to generate revenue to help fund the construction of new Fire District facilities. The fees are charged to developers based on the impact that development projects would have on fire services in the City. The level of project cost reimbursement from the Fees represents the percentage of development that had yet to be completed at the time the Fees were enacted. Based on this ratio, the City will ultimately fund up to 24 percent of the project cost on Fire Station 93 and up to 29 percent of the project cost on Fire Station 136.

In light of the timeframes incorporated into the Planning Agreement for these two projects, your Board is also being requested to authorize the Fire Chief to enter into architectural agreements for each project. The architects will be selected from the Fire District's as-needed architectural firms approved by your Board on August 3, 2004.

FISCAL IMPACT/FINANCING

The Fire District currently estimates that each project will cost \$4.5 million, including design, construction contract, change order contingency, project management, and other related costs. The Fire Department's 2004-05 Final Adopted Budget includes \$303,000 under Fire Station 93 (Capital Project No. 70962) and \$243,000 under Fire Station 136 (Capital Project No. 70967). Following your Board's approval of the enclosed appropriation adjustment (Enclosure B), sufficient funds will be available to fund the estimated architectural and engineering contract costs. Appropriation required to complete the projects will be requested through the annual County budget process.

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Upon your Board's authorization, the Fire District will enter into architectural and engineering agreements with William Loyd Jones, Architect, for Fire Station 93 for \$400,000, and with RRM Design Group for Fire Station 136 for \$402,070. Both architects are qualified contractors approved by your Board, as further explained in the Contracting section below.

Fire Stations 93 and 136 will be funded by the Fire District Accumulated Capital Outlay Fund and reimbursement from the City of Palmdale Fire Facilities Impact Fee.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Health Safety Code §13861(b) and §13898 authorizes the Fire District to enter into this Agreement with the City of Palmdale.

County Counsel has approved the attached Agreement as to form.

The Fire District anticipates returning to your Board early in 2006 to request approval of plans/specifications and advertise construction bids.

ENVIRONMENTAL DOCUMENTATION

This Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that this activity will not have a significant effect on the environment.

The Fire District will prepare the required environmental documentation for each proposed construction project and return to your Board to request approval.

CONTRACTING

On August 3, 2004, your Board approved three-year contracts for various qualified contractors to provide professional and/or technical property services for the Fire District.

The Fire District solicited bids for professional and/or technical property services in 13 newspapers, online on the County of Los Angeles web page, and on the Internet, in accordance with Board policy, and 11 companies submitted acceptable bids. The

contracts are subject to the Fire District policy that requires the Community Business Enterprise Program, Child Support Compliance Program, Contractor Responsibility and Debarment Program, the Safely Surrender Baby Law, and the Contractor Employee Jury Service Program, which would be included as requirements in the Invitation for Bid.

The Fire District reviewed available resources to assess the proposed contractors' past performance history of labor law violations and any negative experiences with other Fire District and County contracts.

The contract does include Cost of Living Adjustments after the first year, which allows for the contract amount to be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12 month period. In addition, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no COLAs will be granted.

IMPACT ON CURRENT SERVICES

Significant development of both the Rancho Vista and the Domenic Massari Park areas has occurred over the last ten years, causing an increase in the demand for fire protection services. Both the National Fire Protection Association and the State Emergency Medical Authority recommend that urbanized areas have fire protection resources available within 5 minutes or less; in distance, this generally equates to having a fire station within 1.5 miles. The closest fire station to the Rancho Vista site is 3 miles away, while the closest station to the Domenic Massari Park site is 4 miles distant. Emergency response times to these areas are over 6 ½ minutes. Construction of Fire Stations 93 and 136 will reduce average response times in these areas to less than 5 minutes. Additionally, responses in the general area will benefit from the availability of two additional resources in the Palmdale area.

CONCLUSION

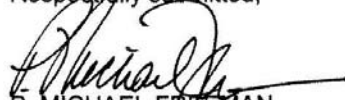
Please instruct the Executive Officer, Clerk of the Board to return the following to the Fire District:

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- Two (2) copies of the Minute Order and/or this approved letter, as applicable.
- One (1) executed original Agreement and two (2) copies of the executed Agreement.

The Fire District will return one original Agreement to the City per the City's request. Further, please forward a copy to the Chief Administrative Office, Capital Projects Division.

Respectfully submitted,



P. MICHAEL FREEMAN
Fire Chief



DAVID E. JANSSEN
Chief Administrative Officer

PMF:ip

Attachments (2)

c: County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller
CAO, Capital Projects Division

A-0894

**AGREEMENT FOR PLANNING AND DEVELOPMENT OF
FIRE STATION 93 AND FIRE STATION 136 IN THE CITY OF PALMDALE**

This Agreement is made and entered into by and among the CITY OF PALMDALE ("City"), the CITY OF PALMDALE COMMUNITY REDEVELOPMENT AGENCY ("Agency"), and the CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY ("Fire District"), to set forth their respective rights and obligations to build Fire Station 93 and Fire Station 136 within the City's corporate limits. For convenience and clarity, the City and the Agency are referred to collectively as the "City", and the parties to this Agreement may be referred to individually as a "Party" and collectively as the "Parties".

RECITALS

A. The City is annexed to the Fire District and receives fire protection, emergency medical and related services from the Fire District.

B. The Fire District currently operates three fire stations within the City's corporate limits from which the Fire District provides fire protection, emergency medical services and related services within the City and surrounding areas, as follows:

Fire Station 24, located at 1050 West Avenue P;
Fire Station 37, located at 38318 9th Street East; and
Fire Station 131, located at 2629 East Avenue S

C. The Fire District currently receives approximately \$11 million annually through property tax revenue generated from properties located within the City's corporate limits to operate the above-referenced three fire stations and other fire stations in the vicinity of the City, to provide fire protection, emergency medical, and related services in Los Angeles County.

D. On June 23, 1999, the City Council adopted Ordinance 1142, entitled "An Ordinance of the City of Palmdale Amending Title 3 of the Palmdale Municipal Code by Adding a new Chapter Entitled 'Fire Facilities Impact Fee Requirements'" ("Ordinance 1142") to implement a Development Impact Fee for Fire Protection Facilities ("Fire Facilities Impact Fee") to aid in the funding of the development and construction of additional fire protection facilities required by new development occurring after adoption of the Fire Facilities Impact Fee. Ordinance 1142 is attached hereto as Exhibit "A", and incorporated herein by this reference.

E. The City desires to assist and support the Fire District in constructing two new permanent fire stations, numbered Fire Station 93 and Fire Station 136, and to improve fire protection, emergency medical, and related services within the City by providing land and specified limited off-site infrastructure for each proposed new fire station.

F. In cooperation and participation with the City as set forth in this Agreement, the Fire District will cause to be constructed within the City's corporate limits permanent Fire Station 93 and Fire Station 136 to serve the City and surrounding areas.

G. Performance by the City of all its obligations under this Agreement shall be in lieu of and satisfy its obligations to pay to the Fire District five hundred thousand dollars (\$500,000) for the acquisition of property and/or construction under Section 6(b) of a prior agreement entitled "Amended and Restated Agreement for Allocation of Tax Increment Funds," executed on June 30, 1993, by and among the Palmdale Redevelopment Agency, the City of Palmdale, the Consolidated Fire Protection District

of Los Angeles County, and the County of Los Angeles, attached hereto as Exhibit "B" and incorporated hereinto by this reference.

NOW, THEREFORE, IN CONSIDERATION of the premises, covenants, representations and agreements set forth herein, the Parties mutually agree as follows:

ARTICLE 1. DEFINITIONS

1.1. "Allowable Costs" means all hard and soft costs incurred by the Fire District under this Agreement eligible for reimbursement with monies collected by the City through the Fire Facilities Impact Fee, including, but not limited to, design, construction, project management, building, vehicles and equipment costs that are reimbursable under Ordinance 1142. Reimbursement of Allowable Costs shall be subject to Section 4.1 below.

1.2. "Fire Station Construction Projects" or, alternatively, "Projects" shall be defined to include, but not limited to, land acquisition, off-site infrastructure improvements, on-site utilities improvements, fire station design, construction, and equipment/vehicles for permanent Fire Station 93 and permanent Fire Station 136, collectively, as identified hereinbelow; the singular use of "Fire Station Construction Project" or "Project" shall refer to either Fire Station 93 or Fire Station 136 individually as indicated by the context. Pre-manufactured or modular structures or facilities are expressly excluded from this definition and their use by the Fire District as satisfaction of its obligations under this Agreement is expressly prohibited.

1.3. "Off-site infrastructure" shall mean off-site street improvements, immediately adjacent to the site of the Project, such as street, curb, gutter, sidewalk, streetlights, and off-site utility improvements for water and sewer lines to the property line, and a fire hydrant. Any off-site improvements, which may be necessary to provide cable, electrical, gas, fire protection lines, or telecommunications facilities to the Projects, are excluded.

1.4. "On-site utility improvements" shall include improvements to provide water and sewer from the property line to the buildings, and improvements to provide service for cable, electrical, gas, fire protection lines and telecommunications from any structure to the service designated connection point whether such point is off-site or on-site.

ARTICLE 2. PROJECT SCOPE

2.1. Fire Station Locations. The Parties shall make a good faith effort to locate the Fire Station 93 and Fire Station 136 as set forth in this Article. The agreed-upon locations as stated in this paragraph may be changed only upon mutual agreement of the Parties as set forth in a written Memorandum of Understanding Implementing this Agreement signed by the City Manager and the Fire Chief of the Fire District ("Fire Chief"). Subject to approval of each Project after required environmental review and approval, and processing of all required discretionary development permit approvals and related legislative actions, if any, the City and the Fire District will locate Fire Station 93 at 55th Street East and Avenue R, and Fire Station 136 immediately north of the

intersection of Town Center Drive and Bolz Ranch Road. Nothing contained in this Agreement shall be construed to limit the number of fire stations to be built in Palmdale.

2.2. Schedule of Projects. It is the goal of both the City and the Fire District that both permanent Fire Station 93 and permanent Fire Station 136 shall be under construction within 14 months from the date of execution of this Agreement and that they be fully operational by no later than 38 months after the date of execution of this Agreement. The completion of construction timeframes as specified in this paragraph may be extended for force majeure events. Force majeure means that in the event that either party is delayed or hindered from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations with the exception of the Palmdale Municipal Code Zoning Ordinance, General Plan and other City technical codes in effect on the date of execution of this Agreement, riots, insurrection, natural disasters, war, willful misconduct of the other party, or other reasons of a like nature beyond the control of such party, then performance of such acts shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for the period equivalent to the period of such delay, provided that written notice is given to the other party by the party claiming delay within ten (10) days of the commencement of the delay period.

2.3. Property Ownership. Ownership of the real property intended for the Projects are currently held and shall be transferred as follows:

1. The City owns the real property described in Exhibits C and D ("City Parcels"). The City shall take all actions necessary to transfer ownership of the City Parcels to the Fire District, subject to the terms of this paragraph, at no cost to the Fire District, to build permanent Fire Stations 93 and 136, respectively, as provided in Section 3.1 below. If the Fire District fails to make a good faith effort to complete

construction or begin full operations at either Project site within 38 months of conveyance of the City Parcels to the Fire District, the non-operable site shall revert to the City. However, if at such time the Fire District has made a good faith effort to complete construction or begin full operations at either site, the Fire Chief of the Fire District and the City Manager of the City shall mutually agree on a revised project schedule, and in that event the non-operable site(s) shall not revert to the City.

2. The Fire District shall own all real property (City Parcels) and the fire station facilities built pursuant to and in compliance with this Agreement. Operations costs, including maintenance and repair, shall be the responsibility of the Fire District. The Fire District will determine the staffing level of the fire station facilities.

2.4. Cost Allocation and Reimbursement. The Fire District shall be responsible for the cost to design and construct Fire Station 93 and Fire Station 136, subject to reimbursement of such Allowable Costs as provided in this Agreement, and excepting Off-site Infrastructure provided by the City pursuant to 2.4.1 below. The Fire District shall have final approval of all Fire District expenditures.

1. The City shall provide at its sole cost, from a source other than Fire Facilities Impact Fee, the Off-site Infrastructure for Fire Station 93 and Fire Station 136 as provided in Section 3.3 below.

2. The City shall waive all of its City permit and development fees associated with the design and construction of Fire Station 93 and Fire Station 136. The Fire District shall pay all "non-City" permit and development fees.

3. The City shall reimburse the Fire District for its Allowable Costs associated with Fire Station 93 and Fire Station 136 with funds received from the Fire Facilities Impact Fees as the City collects those fees. Such reimbursement is limited to the extent that Fire Station 93 and Fire Station 136 will service development within the City occurring after June 23, 1999 as provided in Section 4.1 hereinbelow and to the extent that the City is legally authorized to collect and expend those fees pursuant to Ordinance 1142. The City agrees to take all actions necessary for the City to continue to impose and collect the Fire Facilities Impact Fee so long as similar development impact fees remain in place in the unincorporated areas of the Antelope Valley and in the City of Lancaster. Such fees shall only be used by the Fire District for the activities provided for in Ordinance 1142. If the City's ability to impose or collect the fee is overturned as the result of a successfully completed final legal, equitable, or administrative challenge, the City's obligation to reimburse the Fire District for costs incurred shall be terminated.

ARTICLE 3. SPECIFIC REQUIREMENTS

3.1. Land Acquisition.

1. The City shall transfer title to the City Parcels to the Fire District for development of Fire Station 93 (Exhibit C) within 60 days of its receipt of notification by the Fire District that the results of the Phase I Environmental assessment and, if necessary, Phase II Environmental assessment of the City Parcels were acceptable to the Fire District.

2. The City shall transfer title to the City Parcels to the Fire District for development of Fire Station 136 (Exhibit D) within 60 days notification by the Fire District that the results of the Phase I Environmental Assessment and, if necessary, Phase II Environmental Assessment of the City parcels were acceptable to the Fire District.

3. The City transfer of title to the City Parcels for Fire Station 93 and Fire Station 136 to the Fire District shall be in accordance with the policies and procedures established by the County of Los Angeles Chief Administrative Office. The Fire District shall be responsible for all costs charged by the Chief Administrative Office.

4. The Fire District shall provide for a Phase I Environmental Assessment and, if the Fire District deems necessary, a Phase II Environmental Assessment on each City Parcel, both at Fire District expense.

5. In the event that the Fire District determines at any time prior to the transfer of title of City Parcel(s) for Fire Station 93 or 136 to the Fire District, not to accept the City Parcel(s) for either Fire Station 93 or Fire Station 136, or both, this Agreement shall terminate as to both the Fire District's and the City's rights and obligations regarding the City Parcel(s) not accepted and the respective Fire Station Construction Project.

3.2. Building Construction. The Fire District and City's respective responsibilities for design and construction of Fire Station 93 and Fire Station 136 shall be as follows:

1. The selection, contracting and payment of the Architect/Engineer(s) for the design of the Project shall be the responsibility of the Fire District.

2. The Fire District shall have final approval of the orientation of each Project's buildings and access roadways. Such final approval shall not violate any provisions of the Palmdale Municipal Code, Zoning Ordinance and/or General Plan. The Fire District shall submit site plans and building layout/elevations for review and comment by the City. The City and the Fire District shall mutually agree to architectural design and plans for the exterior of the building or buildings.

3. The Fire District shall have final approval of the final construction designs produced by the Architect/Engineer(s) to the extent that such final approval does not violate any provisions of the Palmdale Municipal Code, Zoning Ordinance, General Plan and technical codes, such as adopted City building and fire codes. The City designates its Director of Planning as its liaison to advise the Fire District and its Architect/Engineer(s) of the City's preferences concerning the exterior design for each Project.

4. The Fire District shall be responsible for issuing a request for bids for Fire Station 93 and Fire Station 136 and for selecting, contracting with, and paying the Construction Contractor(s) ("Contractor(s)") for the construction of Fire Station 93 and Fire Station 136, subject to all applicable bidding and prevailing wage statutes applicable to the Fire District.

5. The Fire District shall have the responsibility of contracting for the Architect/Engineer(s)'s construction administration services during the construction of Fire Station 93 and Fire Station 136, as well as project management and any professional services needed relevant to on-site fire station construction.

6. The Fire District shall have the responsibility for fulfilling any CEQA requirements or environmental studies required to construct Fire Station 93 and Fire Station 136, except for the Off-site infrastructure requirements that the City is responsible to provide pursuant to this Agreement.

7. The final design and construction of all Fire District required telecommunications for Fire Station 93 and Fire Station 136 shall be the responsibility of the Fire District.

8. The Fire District may, in its sole discretion, opt to fulfill or perform any of its obligations, such as project management, with Fire District and/or Los Angeles County personnel or agents, in lieu of contracting for such services. Such services or work provided by the Fire District or Los Angeles County shall be reimbursable as Allowable Costs through an invoice submitted by the Fire District, subject to Article 4 hereinbelow.

3.3. Off-site infrastructure. The City shall cause to be constructed, at its expense, off-site infrastructure for Fire Station 93 and Fire Station 136 specified in this Section 3.3. The City shall comply with CEQA requirements before the construction of such off-site infrastructure improvements for each Project, except that provision of temporary utilities shall be the responsibility of the Fire District as set forth in paragraph 3.3.4. below. Once the off-site infrastructure for each Project is approved by the Fire District, the Fire District shall be responsible for any costs necessitated by Fire District changes.

1. Street Improvements: The City has already constructed, as part of the development of Domenic Massari Park and of the Rancho Vista area park site, respectively, street improvements necessary for permanent Fire Stations 93 and 136, including sidewalks and curbs fronting the City Parcels as well as necessary street widening adjoining the City Parcels. The City shall construct driveway(s), and street light relocations, subject to approval of locations by the Fire District. The Fire District shall provide appropriate access for construction. The City and/or its contractors shall coordinate its efforts with the work of the Fire District's contractor(s).

2. Utilities:

a. Fire Station 93. The City shall design and construct sanitary sewer and water service laterals that will terminate at the property line to Fire Station 93. There is an existing 16-inch water main located approximately 18-feet south of the centerline of Avenue R. Also, there is an existing 15-inch sanitary sewer main located approximately 36 feet south of the centerline of Avenue R. The City will also design and construct a fire hydrant meeting Fire District requirements, if required by the Fire District. The Fire District shall be responsible for the design and construction of fire flow requirements (on-site and off-site), including fire sprinkler system and fire protection lines. The Fire District shall be responsible for any applicable impact or connection fees charged by non-City agencies. The Fire District shall be solely responsible for bringing electrical, gas, cable, telecommunications, and electronic communications services or any other services to the Project sites.

b. Fire Station 136. The City has already constructed a fire hydrant, sanitary sewer and water service laterals for the proposed Fire Station 136. There are existing 12-inch water main lines located approximately 62 feet south of the centerline of Town Center Drive and approximately 62 feet west of the centerline of Bolz Ranch Road. Also, there is an existing 8-inch sanitary sewer main located approximately 5 feet east of the centerline of 35th Street East. A 6-inch sanitary sewer lateral line has been constructed from the sewer main line to the westerly right-of-way line of 35th Street West. The City shall grant to the Fire District a sewer easement as depicted on Exhibit E, attached hereto and incorporated herein by this reference. The City shall be responsible for extending the sanitary sewer lateral to the property line of the proposed Fire Station 136 site utilizing said sewer easement. The Fire District shall be responsible for the design and construction of fire flow requirements (on-site and off-site), including fire sprinkler system and fire protection lines. The Fire District shall be responsible for any applicable impact or connection fees charged by non-City agencies. The Fire District shall be solely responsible for bringing electrical, gas, cable, telecommunications, and electronic communications services or any other services to the Fire Stations.

3. Design Responsibility: The City, at its expense, shall have the design responsibility for off-site infrastructure work related to grading, street improvements, streetlights, sewer and water mains and laterals for Fire Station 93 and Fire Station 136. The Fire District shall be responsible for the design of on-site infrastructure work related to fire flow requirements, including sprinkler system and fire protection lines, if

necessary. The City shall coordinate its plans with the Fire District's on-site design plans to ensure compatibility with the construction design plans for the Projects.

4. Temporary Utilities: The Fire District shall be responsible for providing the temporary utilities the Fire District requires to fulfill its responsibilities during the construction phase of each Project.

5. Construction Responsibility: The City shall be responsible for providing construction of Off-site infrastructure improvements.

ARTICLE 4. DEVELOPMENT IMPACT FEES

4.1 Project Reimbursement.

1. The City shall use the Fire Facilities Impact Fee to reimburse the Fire District for all Allowable Costs the Fire District incurs in purchasing equipment/vehicles and constructing each Fire Station Construction Project. As provided in paragraph 1.1 hereinabove, Allowable Costs that shall be reimbursed to the Fire District are defined under Ordinance 1142. Fire Facilities Impact Fees are collected for future fire facility needs; therefore, for purposes of this Agreement, the Fire District will only be reimbursed 24 percent of its Project costs for Fire Station 93 and only 29 percent of its Project costs for Fire Station 136, with Fire Facilities Impact Fees. At no time shall the City's payment or obligation to reimburse the Fire District for Allowable Costs exceed the amount actually collected through Fire Facilities Impact Fees.

2. For contractor-related Allowable Costs, the Fire District shall first invoice the City once the Fire District's contractor has completed 50 percent of the

Project relating to the construction of either permanent Fire Station 93 or Fire Station 136 (the percentage completed shall be determined by the amount approved to be paid the contractor compared to the overall construction contract amount). For all other Allowable Costs, the Fire District will invoice the City as those expenses occur. The City shall have no liability for the reimbursement of the above-described expenditures beyond those funds available in the Fire Facilities Impact Fee except as otherwise provided in this Agreement.

3. The Fire District will pay all invoices related to its Project costs from its own source of funds. The Fire District will then seek reimbursement of the expenditures from the City by sending copies of the supporting invoices to the City with a request ("Request for Reimbursement") that the Fire District's expenditure be reimbursed from the Fire Facilities Impact Fee monies. For each Request for Reimbursement submitted, the percentage of Project costs that is applicable, as stated in Ordinance 1142 and provided for in 4.1.1 above, shall be applied. The Request for Reimbursement shall state the entire expenditure incurred by the Fire District, multiplied by the reimbursable percentages of 24 percent for Fire Station 93, and 29 percent for Fire Station 136. The City shall reimburse the Fire District the applicable percentage of the entire expenditure stated on the Request for Reimbursement from Fire Facilities Impact Fee funds. Notwithstanding any contrary provision herein, all expenditures of Fire Facilities Impact Fee funds shall be in compliance with Ordinance 1142.

4. The City shall issue warrants made payable to the Los Angeles County Fire Department on a quarterly basis (as defined in this paragraph 4.4) from the Fire

Facilities Impact Fees the City collects until the Fire District has been fully reimbursed all Allowable Costs indicated on the Requests for Reimbursement. Quarterly payments and warrants shall be issued during the first week of January, April, July, and October, for any pending balances, or portion thereof, on Requests for Reimbursements to the extent that the City has collected Fire Facilities Impact Fees. Any balances not reimbursed shall continue to accumulate to the next quarter's payment.

5. It is anticipated that the Fire District's expenditures may exceed the amount of Fire Facilities Impact Fees that the City collects while the Projects are being constructed. Therefore, the City shall report to the Fire District on a quarterly basis:

- a) cumulative Allowable Costs for which the Fire District has requested reimbursement from Fire Facilities Impact Fees through Requests for Reimbursement; b) cumulative Allowable Costs the City has reimbursed the Fire District; and c) pending Allowable Costs that exceed Fire Facilities Impact Fee revenues available. The City shall also include the amount of Fire Facilities Impact Fee revenue collected, any administrative fees the City withholds pursuant to 4.1.7 below, interest earnings, any expenditures, and balances.

6. When full reimbursement for Allowable Costs to the Fire District has occurred, the City shall continue to collect Fire Facilities Impact Fees and deposit them into a dedicated account solely for Fire Facilities Impact Fee for future fire station and equipment needs, so long as the County of Los Angeles continues to have a similar development impact fee in place in the unincorporated areas of Antelope Valley and the City of Lancaster, and such fees shall be used by the Fire District for the activities

provided for in Ordinance 1142. When the Fire District determines there is a need for additional equipment or facilities within the City, the Fire District shall request in writing that the City approve expenditure of Fire Facilities Impact Fees to meet the needs of additional equipment or facilities. Such approval shall not be unreasonably withheld or delayed.

7. The City shall retain five (5) percent of the amount of the Fire Facilities Impact Fee collected by the City as an administrative fee. This amount shall offset the City's administrative costs in collecting, accounting for, tracking and disbursing the fee. The retention of the administrative fee will not diminish the reimbursable amounts that shall be repaid to the Fire District pursuant to this Agreement. The only effect of the City's retention of 5 percent of the Fire Facilities Impact Fee may be the delay in the City's full reimbursement of Allowable Costs to the Fire District due to less Fire Facilities Impact monies being available for reimbursement purposes.

ARTICLE 5. CORRESPONDENCE

5.1. Correspondence to the Fire District, other than warrants, shall be sent to:

Fire Chief
Consolidated Fire Protection District of Los Angeles County
1320 N. Eastern Avenue
Los Angeles, CA 90063-3294

5.2. Warrants shall be sent to:

Los Angeles County Fire Department
P.O. Box 54740
Los Angeles, CA 90054-0740

Warrants shall be made payable to the "Los Angeles County Fire Department."

5.3. The Fire District shall send its Requests for Reimbursement to:

City of Palmdale
38300 N. Sierra Highway
Palmdale, CA 93550

ATTENTION: Director of Public Works

5.4. Either party may, in writing, direct any correspondence, warrants, or quarterly statements to be sent to a different addressee and address than listed above.

ARTICLE 6. INDEMNIFICATIONS

6.1. Indemnification for Fire Facilities Impact Fee. In the event any suit, claim or action is brought by any person or entity challenging the use of the Fire Facilities Impact Fee under this Agreement, the City shall immediately notify the Fire District, and the City shall indemnify, hold harmless, and defend the Fire District, if requested in writing by Fire District within twenty (20) days of receipt of such notice, and each member officer, agent and employee thereof, from any liability or financial loss, costs and expenses resulting from any such suit, claim, loss or action brought by any person or persons. The City shall retain the authority to reject any compromise or settlement by the Fire District of any suit, claim or action for which the Fire District is provided indemnification.

6.2. In contemplation of the provisions of California Government Code Section 895.2 imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an Agreement as defined in Section 895 of said Code, the

parties hereto, as between themselves pursuant to the authorization contained in California Government Code Sections 895.2 and 895.6, will each assume the full liability imposed upon it or any of its officers, agents or employees by law for personal injury, property damage or loss to third parties caused by the negligent or wrongful act or omission of its officers, agents, or employees occurring in the performance of this Agreement. To achieve the above stated purpose, each party indemnifies and holds harmless the other party for any damage, loss, cost or expense arising out of its own negligent or wrongful acts or omissions.

ARTICLE 7. FULL AGREEMENT. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

7.1. Effective Date. This Agreement shall take effect on the date it is executed by the last Party.

7.2. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

7.3. California Law. This Agreement has been made and entered into the State of California, and shall be construed in accordance with the laws thereof.

7.4. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

7.5. Captions. The section and paragraph numbers and captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Agreement nor in any way affect this Agreement.

7.6. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

7.7. Severability. This Agreement shall not be deemed severable. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, the Parties shall meet and confer and determine by mutual agreement within 60 days said court judgment is final whether the Project or Projects remain viable and whether the remainder of the Agreement shall remain in effect.

7.8. Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.

7.9. No Presumption Regarding Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual

agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

7.10. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

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EXHIBIT A

CITY OF PALMDALE
LOS ANGELES COUNTY, CALIFORNIA

ORDINANCE NO. 1142

AN ORDINANCE OF THE CITY OF PALMDALE
AMENDING TITLE 3 OF THE PALMDALE MUNICIPAL
CODE BY ADDING A NEW CHAPTER 3.42 ENTITLED
"FIRE FACILITIES IMPACT FEE REQUIREMENTS"

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS
FOLLOWS:

Section 1. Title 3 (Revenue and Finance) of the Palmdale Municipal Code
is amended by adding a new Chapter 3.42 to read as follows:

"Chapter 3.42

Fire Facilities Impact Fee Requirements

3.42.010 Findings and intent.

A. The City Council finds that Palmdale is a rapidly growing city. The projected increase in population is reasonably expected to create a substantial increase in the demand placed upon public facilities, including fire protection facilities. The City's existing fire protection facilities will soon be inadequate to handle the projected population growth at existing levels of service. In order to serve the projected population growth, fire protection facilities must be expanded.

B. It is the intent of the City Council to require every person who develops land to mitigate the impacts of that development on the City's public facilities. The City will therefore require developers to pay a fire facilities impact fee that will be used to meet the demand for fire protection facilities created by development.

C. The amount of the fire facilities impact fees collected in accordance with this chapter will be limited to the cost of the facilities attributable to new development. The amount of the fire facilities impact fees collected will not include the cost of fire facilities that serve existing development.

3.42.020 Residential fire facilities impact fee required.

A. Except as provided in Section 3.42.040, a fire facilities impact fee for a residential building must be paid, in an amount established by resolution of the City Council, upon the date of the final inspection, or the date the certificate of occupancy is issued, whichever occurs first.

B. For the purposes of this section, the terms "final inspection" and "certificate of occupancy" have the same meaning as described in Government Code Section 66007, as amended.

3.42.030 Nonresidential public facilities development impact fee required.

A fire facilities impact fee for a nonresidential building must be paid, in an amount established by resolution of the City Council, upon the date of final inspection, or the date the certificate of occupancy is issued, whichever occurs first.

3.42.040 Exemptions from, and reduction of, fire facilities impact fees.

A. A developer is entitled to a reduction in the amount of the fire facilities impact fee required by Sections 3.42.020 and 3.42.030 if the developer constructs fire facilities pursuant to a fire facilities plan adopted by the City Council. The fire facilities impact fee will be reduced by the amount of engineering and construction costs that would reasonably be incurred by the City in building those same public facilities. The amount of the reduction in the fire facilities impact fee is subject to the approval of the Director of Public Works prior to construction of the development.

B. If a developer constructs fire facilities pursuant to a plan adopted by the City Council, and if the City's engineering and construction costs to construct those same fire facilities would have been more than the fee assessed to that developer pursuant to Sections 3.42.020 or 3.42.030, then nothing in this section prevents the City from entering into a reimbursement agreement with that developer, subject to the availability of funds.

C. The City Manager may reduce the amount of the fire facilities impact fee required by Sections 3.42.020 or 3.42.030 if the City Manager determines that a development will generate extraordinary sales tax revenue for the City and thereby confer an extraordinary financial benefit upon the City.

D. The fire facilities impact fee will not be levied against any existing developments, new additions which are under 2,000 square feet, or development on rural or public use land, nor will the fire facilities impact fee be levied against projects for which a qualified building permit application has been submitted on or before September 13, 1999. However, any project with a specific condition set upon it to participate in an appropriate fire station financing mechanism does not qualify for this exclusion and shall remain subject to the fire facilities impact fee.

3.42.050 Fee adjustment.

A. Application for fee adjustment

1. Any developer whose development is subject to the fire facilities impact fee required by this chapter may apply to the Director of Public Works for a reduction in that fee based upon the demonstrable absence of a reasonable relationship between

Ordinance No. 1142 Fire Facilities Impact Fee Requirements
Page 3

the impact of that development on the City's fire facilities and either the amount of fire facilities impact fee charged, or the type of fire facilities and improvements to be constructed and purchased. The application must be made in writing and filed with the Director of Public Works not later than ninety days after approval of the development project. If no application for discretionary review is required for the development, then the application for fee waiver must be made in writing and filed within ninety days after the City issues a building permit for the development. The application must state in detail the factual basis for the request for reduction.

2. Failure to file a timely application for reduction deprives the Director of Public Works of jurisdiction to consider that application.

3. The Director must make a decision on the application for reduction within thirty calendar days after the application has been filed. Notice of the Director's decision must be mailed to the applicant, postage prepaid.

B. Invalidation of fee reduction

If a reduction is granted pursuant to this section, then any subsequent change in the design of the subject development that may impact the demand for fire facilities, or any increase in the square footage of the development, will invalidate the reduction.

C. Processing of protests

The procedure set forth in this section will implement Government Code Section 66020, or any successor statute, and will serve as the City's method for processing protests filed pursuant to that section. Prior to the effective date of the City's approval of the development, or, if no discretionary review is required, then prior to the issuance of a building permit, a developer that is subject to this chapter must sign and acknowledge receipt of a notice informing the developer of the amount of the fire facilities impact fee imposed upon the development. The acknowledgment of the notice will not be deemed a waiver of the developer's right to protest the imposition and to request a fee adjustment under this section.

3.42.060 Use of funds.

All fire facilities impact fees paid and collected as authorized by this chapter must be placed in one or more funds and used solely for the purpose of constructing, expanding, or rehabilitating fire protection facilities and equipment.

Ordinance No. 1142 Fire Facilities Impact Fee Requirements
Page 4

3.42.070 Calculation of fees.

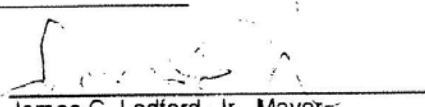
A developer subject to the fire facilities impact fee required by Sections 3.42.020 or 3.42.030 must pay the amount of the fee that is in effect when the fee becomes due. Furthermore, any fee imposed on a development that is protected by vested rights acquired through a vesting subdivision map will be the amount in effect at the time the rights became vested, plus any adjustment for inflation made between that date and the date that the fee becomes due."

Section 2. Development projects for which a development entitlement application received final approval prior to the introduction of this ordinance are exempt from the requirements of this ordinance; provided, however, that this exemption does not override any condition of approval for a project that specifically requires payment of fees for the purpose of mitigating impacts on fire facilities.

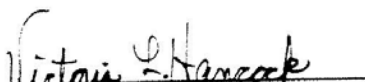
Section 3. The City Clerk is directed to certify to the passage and adoption of this ordinance and to cause it to be published as required by law.

PASSED, APPROVED AND ADOPTED this 14th day of July,
1999, by the following vote:

AYES: Councilmembers Myers, Sorsabal, Davies, and Mayor Ledford
NOES: None
ABSENT: None
ABSTAIN: None


James C. Ledford, Jr., Mayor

ATTEST:


Victoria L. Hancock, City Clerk

APPROVED AS TO FORM:


Wm. Matthew Ditzhazy, City Attorney

EXHIBIT "B"

66868

**AMENDED AND RESTATED
AGREEMENT FOR ALLOCATION OF TAX INCREMENT FUNDS**

(Redevelopment Plans for the
Palmdale Redevelopment Project No. 1-A,
Palmdale Redevelopment Project No. 2,
Palmdale Redevelopment Project No. 3, and
Palmdale Redevelopment Project No. 4
in the City of Palmdale)

THIS AMENDED AND RESTATED AGREEMENT, is made and entered into this 30th day of June, 1993, by and between the Palmdale Redevelopment Agency ("Agency"), the City of Palmdale ("City"), the Consolidated Fire Protection District of Los Angeles County ("Fire District") and the County of Los Angeles ("County").

WITNESSETH

WHEREAS, on February 12, 1981, the City adopted Ordinance No. 396, approving and adopting certain amendments to the Redevelopment Plan for the Palmdale Redevelopment Project No. 1-A ("Plan 1-A"); and,

WHEREAS, the Agency and County have entered into an agreement entitled "Agreement Between the Community Redevelopment Agency of the City of Palmdale, City of Palmdale and the County of Los Angeles" ("Project No. 1-A Agreement"), as evidenced by an Agency resolution adopted April 9, 1981 (Agency Resolution No. 81-3); and,

WHEREAS, the Project 1-A Agreement establishes forty million dollars (\$40,000,000) as the limitation on the number of dollars of taxes which may be divided and allocated to the Agency, pursuant to Health and Safety Code Section 33670; and,

WHEREAS, on July 25, 1978, the City adopted Ordinance No. 337, approving and adopting the Redevelopment Plan for the Palmdale Redevelopment Project No. 2 ("Plan 2"); and,

WHEREAS, the Agency, Fire, and County have entered into an agreement entitled "Agreement Between the Community Redevelopment Agency of the City of Palmdale, City of Palmdale and the County of Los Angeles" ("Project No. 2 Agreement"), dated October 31, 1978 (County Agreement No. 33496); and,

WHEREAS, the Project No. 2 Agreement was entered into, in part, to resolve litigation challenging the validity of Plan 2; and,

WHEREAS, the Project No. 2 Agreement establishes thirteen million five hundred thousand dollars (\$13,500,000) as the limitation on the total number of dollars of taxes which may be divided and allocated to the Agency pursuant to Health and Safety Code Section 33670; and,

WHEREAS, the Project No. 2 Agreement also establishes seven hundred thousand dollars (\$700,000) as the limitation on the total number of dollars of taxes which may be annually divided and allocated to the Agency pursuant to Health and Safety Code Section 33670; and,

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To	Robert	From	Uyenoyama
Co.	Palmdale	Co.	CAB
Dept.		Phone	(813) 974-2390
Fax	(805) 267-5122	Fax	(813) 687-4822

WHEREAS, on March 10, 1983, the City adopted Ordinance No. 491, approving and adopting the Redevelopment Plan for the Palmdale Redevelopment Project No. 3 ("Plan 3"); and,

WHEREAS, the Agency, City, County (including the Los Angeles County Public Library, and the Los Angeles County Flood Control District), and Fire District have entered into an agreement entitled "Agreement for Reimbursement of Tax Increment Funds (Redevelopment Plan for the City of Palmdale-Redevelopment Project No. 3)" ("Project No. 3 Agreement"), dated February 22, 1983 (County Agreement No. 43731); and,

WHEREAS, the Plan No. 3 Agreement establishes twenty-eight million dollars (\$28,000,000) as the limitation on the total number of dollars of taxes which may be divided and allocated to the Agency pursuant to Health and Safety Code Section 33670; and,

WHEREAS, on November 10, 1983, the City adopted Ordinance No. 515, approving and adopting the Redevelopment Plan for the Palmdale Redevelopment Project No. 4 ("Plan 4"); and,

WHEREAS, the Agency, City, Fire, and County have entered into an agreement entitled "Agreement for Reimbursement of Tax Increment Funds (Redevelopment Plan for the Palmdale Redevelopment Project No. 4)" ("Project No. 4 Agreement"), dated November 1, 1983 (County Agreement No. 46012); and,

WHEREAS, pursuant to Health and Safety Code Section 33333.2, Plan 4 establishes forty-five million dollars (\$45,000,000) as the limitation on the total number of dollars of taxes which may be divided and allocated to the Agency, pursuant to Health and Safety Code Section 33670, without an amendment to the Plan; and,

WHEREAS, the Project No. 1-A Agreement, the Project No. 2 Agreement, the Project No. 3 Agreement, and the Project No. 4 Agreement (collectively, the "Prior Agreements") were entered into to address the financial detriment caused by Palmdale Redevelopment Project No. 1-A ("Project 1-A"), Palmdale Redevelopment Project No. 2 ("Project 2"), Palmdale Redevelopment Project No. 3 ("Project 3") and Palmdale Redevelopment Project No. 4 ("Project 4") (collectively, the "Projects"), respectively; and,

WHEREAS, the Agency has consulted with representatives of the County and Fire District to determine the continued fiscal impact of the Redevelopment Plans for Redevelopment Project Nos. 1-A, 2, 3 and 4 (collectively, the "Plans"); and,

WHEREAS, the County and Fire District have found, and the Agency and City concurrently hereby find that implementation of the Plans continue to cause financial detriment to the County and Fire District as defined in Health and Safety Code Section 33012; and,

WHEREAS, the County and Fire District have found, and the Agency and City concurrently hereby find, that certain public safety facilities which will be of benefit to the areas covered by the Plans, are needed to more effectively serve the City; and

WHEREAS, the County and Fire District have also found that their respective budgets and other financial resources are insufficient to acquire requisite property on which the public safety facilities can be constructed; and,

WHEREAS, the parties desire to amend and restate the Prior Agreements to assist the Agency in financing the Projects, and to address the continued financial burden or detriment caused to the County and Fire District; and,

WHEREAS, this AMENDED AND RESTATED AGREEMENT is entered into upon the authority of Health and Safety Code Sections 33401 and 33445, and the provisions of the Plans required by Health and Safety Code Section 33338.1; and,

WHEREAS, by approval of this AMENDED AND RESTATED AGREEMENT, the parties hereto find and determine that any continued financial effects described in Health and Safety Code Sections 33012 and 33401 relating to the Projects are thereby alleviated; and,

WHEREAS, the parties deem it appropriate to agree upon an allocation and distribution of tax increment monies to alleviate any continued financial burden which is caused by the implementation of the Plans and it is for this reason, and to amicably resolve any differences regarding the Plans that the parties enter into this AMENDED AND RESTATED AGREEMENT.

NOW THEREFORE, for and in consideration of the foregoing, the parties do hereby agree as follows:

SECTION 1. Effect of Amended and Restated Agreement. (a) As of the date of this AMENDED AND RESTATED AGREEMENT the Prior Agreements, as set forth herein, shall be deemed rescinded and superseded and of no force and effect.

(b) For purposes of any revisions to the allocations of Tax Increment Revenues for the Projects, any adjustments shall be made effective July 1, 1993, and shall be reflected in the fiscal year 1993-94 tax allocations.

SECTION 2. Definitions. (a) "Assessment Rolls" shall mean the rolls last equalized prior to the effective date of the ordinances adopting the Plans. The Assessment Rolls shall be utilized as the base year assessment roll for computation and allocation of the payments to be made by the Agency to the County and Fire District under the provisions of this AMENDED AND RESTATED AGREEMENT. For purposes of this AMENDED AND RESTATED AGREEMENT, the following Assessment Rolls shall be used for each of the Projects:

- (1) Project 1-A: 1980-81 assessment roll.
- (2) Project 2: 1978-79 assessment roll.
- (3) Project 3: 1982-83 assessment roll.
- (4) Project 4: 1983-84 assessment roll.

(b) "Tax Increment Revenues" shall mean that portion of tax revenues generated by application of the basic one percent tax levy to any increases in the respective assessed valuation within the areas covered by the Projects which are allocated to the Agency pursuant to Health and Safety Code Section 33670.

(c) "County Share" of Tax Increment Revenues shall mean that portion of property taxes generated from the basic one percent tax levy within the areas covered by the Projects which would be

allocated to the County in the absence of a division of taxes pursuant to Health and Safety Code Section 33670. For purposes of this AMENDED AND RESTATED AGREEMENT, the County Share shall be:

- (1) Project 1-A: Forty-nine percent (49%).
- (2) Project 2: Forty-nine percent (49%).
- (3) Project 3: Forty-nine percent (49%).
- (4) Project 4: Forty-nine and seven tenths percent (49.7%).

(d) "Fire District Share" of Tax Increment Revenues shall mean that portion of property taxes generated from the basic one percent tax levy within the areas covered by the Projects which would be allocated to the Fire District in the absence of a division of taxes pursuant to Health and Safety Code Section 33670. For purposes of this AMENDED AND RESTATED AGREEMENT, the Fire District Share shall be:

- (1) Project 1-A: Seventeen and five-tenths percent (17.5%).
- (2) Project 2: Seventeen and five-tenths percent (17.5%).
- (3) Project 3: Eighteen and seven-tenths percent (18.7%).
- (4) Project 4: Seventeen and five-tenths percent (17.5%).

(e) "Agency Share" of Tax Increment Revenues shall mean that respective portion of property taxes generated from the basic one percent tax levy within the areas covered by the Projects which are allocated to the Agency as a result of a division of taxes pursuant to Health and Safety Code Section 33670, less the respective County Share and Fire District Share. For the purpose of this AMENDED AND RESTATED AGREEMENT, the Agency Share shall be:

- (1) Project 1-A: Thirty-three and five tenths percent (33.5%).
- (2) Project 2: Thirty-three and five tenths percent (33.5%).
- (3) Project 3: Thirty-two and three tenths percent (32.3%).
- (4) Project 4: Thirty-two and eight tenths percent (32.8%).

SECTION 3. Allocation of Tax Increment Revenues. The Tax Increment Revenues for the Project shall annually be distributed as follows:

(a) Subject to the provisions of SECTION 5 herein, the County shall annually be allocated the County Share as defined in SECTION 2(c) of this AMENDED AND RESTATED AGREEMENT.

(b) The Fire District shall annually be allocated the Fire District Share as defined in SECTION 2(d) of this AMENDED AND RESTATED AGREEMENT.

(c) The Agency shall annually be allocated the Agency Share as defined in SECTION 2(e) herein.

SECTION 4. Tax Rate Increases. (a) In addition to the portion of taxes allocated to the County and Fire District pursuant to Health and Safety Code Section 33670(a) and any payments made pursuant to SECTION 3 herein, an amount equal to all that portion of the Tax Increment Revenues allocable to the Agency pursuant to Health and Safety Code Section 33670(b) attributable to increases in the rate of tax levied or imposed for the benefit of the County and Fire District for the purpose of producing revenues in an amount sufficient to make annual repayments of principal and interest on any bonded indebtedness for the acquisition or improvement of real property, which increase in the tax rate was approved by the voters of the County or Fire District on or after January 1, 1989, shall be allocated to the County and Fire District pursuant to Health and Safety Code Section 33670 (c).

(b) In the event there is any change in the ability of the County or Fire District to increase their respective rates of taxation of real property above the aggregate one percent basic tax rate level currently authorized under Article XIII A of the California Constitution, whether by judicial decision, vote of the electorate or otherwise, the County and Fire District shall be allocated those amounts generated from such increased tax rates.

SECTION 5. Housing Fund. The parties recognize the mutual benefits of providing low- and moderate-income housing. Moreover, Health and Safety Code Section 33334.2 requires that twenty percent (20%) of the Tax Increment Revenues allocated to and received by the Agency for redevelopment purposes shall be paid into a fund to be used for low- and moderate-income housing unless certain findings are made. Therefore, during the term of this AMENDED AND RESTATED AGREEMENT, the parties agree that, in any year in which the Agency contributes Tax Increment Revenues to the Agency's low- and moderate- income housing fund ("Housing Fund"), such contribution shall be governed by allocation set forth in this SECTION 5. For illustrative purposes only, the tables set forth in Exhibit A to this AMENDED AND RESTATED AGREEMENT, which exhibit is incorporated herein by this reference, shall be used by the Auditor-Controller in making contributions pursuant to this SECTION 5.

(a) The County shall contribute to the Housing Fund on a pro rata basis. Pro rata shares of such contributions shall equal the percentage and amounts of Tax Increment Revenues to be contributed pursuant to Health and Safety Code Section 33334.2, and successor statutes, not to exceed the statutory requirement as applied to the amounts the County is allocated pursuant to SECTION 2 of this AMENDED AND RESTATED AGREEMENT. If the Agency determines that less than the statutory percentage of the Tax Increment Revenues generated in the Project area are to be contributed to the Housing Fund, the County's contributions shall be reduced accordingly.

(b) Monies deposited into the Housing Fund pursuant to this SECTION 4, shall be held by the Agency for use in accordance with the requirements of Health and Safety Code Section 33334.2 or other applicable statutes and law. The Agency, in making any expenditures from the Housing Fund, shall give due recognition that a proportionate share of such expenditures and of the improvement of the supply of low- and moderate-income housing is a result of the County's cooperation in the Agency's redevelopment efforts.

(c) The Agency shall notify, in writing, the County Auditor-Controller by October 1 of any year in which the Agency makes a finding pursuant to Health and Safety Code Section 33334.2 that less than the statutorily mandated amount of Tax Increment Revenues will be contributed to the Housing Fund and the percentage that is to be contributed in that year.

(d) Accumulated deposits, investment earnings, and itemized expenditures of balances in the Housing Fund shall be accounted for separately from all other Agency funds. The County's pro rata shares of any uncommitted balance remaining in the Housing Fund on termination of this AMENDED AND RESTATED AGREEMENT, if any, shall be repaid to the County, subject to the limitations of Health and Safety Code Section 33334.12 and any other limitations of the Community Redevelopment Law (*Cal. Health & Safety Code §§ 33000 et seq.*).

SECTION 6. Public Safety Improvements. The parties recognize the need for certain public safety related improvements to be constructed within the City of Palmdale and the necessity for identifying property upon which such improvements can be constructed. In order to address this need, the parties agree to the following:

(a) The Agency shall make all requisite findings which would authorize the payment of up to three million dollars (\$3,000,000) towards the acquisition of property which will facilitate the purchase by the County and/or Fire District of the requisite property for the public safety improvements.

(b) The Agency shall pay to the Fire District five hundred thousand dollars (\$500,000) for the acquisition of property and/or construction costs for the purpose of construction of a new fire station within the territorial jurisdiction of the City or provide a suitable site which meets the needs and approval of the Fire District. The Agency shall also pay to the County two million five hundred thousand dollars (\$2,500,000) for the acquisition of property within the territorial jurisdiction of the City for the purpose of construction of a new Sheriff's station and/or other public safety improvements or provide a suitable site which meets the needs and approval of the County. Said payments or transfer of property shall be made at such time the County or Fire District determines is necessary to meet demands for development which has been approved by the Board of Supervisors.

(c) Failure by the Agency to make the requisite payment or transfer of property at such time the County is prepared to proceed with development shall constitute a material breach of this AMENDED AND RESTATED AGREEMENT. Upon such breach, the County may undertake any and all avenues available to it to recover said amounts due, including but not limited to withholding said amounts from the County's contributions to the Housing Fund as authorized under SECTION 5 herein.

SECTION 7. County-Owned/Leased Property. The development by the County or Fire District of any real property owned or leased by such entities within the Project area shall not be subject to the approval or control of the City or Agency beyond that available to the City prior to the date of execution of this AMENDED AND RESTATED AGREEMENT, except with the written consent of the County or Fire District, as applicable.

SECTION 8. Redevelopment Plan Amendments. (a) Except as provided in this SECTION 8, the parties agree that the Agency and City shall not further amend the Plan for this amended project any of the purposes described in Health and Safety Code Section 33354.6 which will adversely affect the allocation and distribution of Tax Increment Revenues to the County or Fire District under the terms of this AMENDED AND RESTATED AGREEMENT, without the prior written approval of the County and Fire District.

(b) The parties hereby agree that the Agency and City may amend the Plans for the sole purposes set forth herein, including merging the project areas, adding new Capital projects and increasing the respective tax increment limitations required by Health and Safety Code Section 33333.2, and extend the duration for receiving such taxes provided however, the amounts for each project shall not exceed the following proposed tax increment use limits:

(1) Project 1-A limitation of forty million dollars (\$40,000,000) shall not change.

(2) Project 2: from thirteen million five hundred thousand dollars (\$13,500,000) to five hundred thirty million dollars (\$530,000,000).

(3) Project 3: from twenty-eight million dollars (\$28,000,000) to two hundred ninety-six million dollars (\$296,000,000).

(4) Project 4: from forty-five million dollars (\$45,000,000) to one billion forty-five million dollars (\$1,045,000,000).

(c) The parties hereby further agree that the Agency and City may amend the Plans for the purpose of increasing the respective bonded indebtedness limitations required by Health and Safety Code Section 33334.1, provided however, the amounts for each project shall not exceed the following limits:

(1) Project 1-A limitation of forty million dollars (\$40,000,000) shall not change.

(2) Project 2: from twenty-five million dollars (\$25,000,000) to four hundred twenty-four million dollars (\$424,000,000).

(3) Project 3: from eleven million dollars (\$11,000,000) to two hundred twenty-five million dollars (\$225,000,000).

(4) Project 4: from forty-five million dollars (\$45,000,000) to eight hundred million dollars (\$800,000,000).

(d) The parties further agree that the Agency and City may amend the Plans for the purpose of extending the time in which the Agency may commence eminent domain proceedings within each of the areas covered by the Plans and time in which to incur indebtedness.

(e) The terms of this AMENDED AND RESTATED AGREEMENT regarding distribution of Tax Increment Revenues as set forth in SECTION 3 shall govern any amounts included in the amendments authorized by this SECTION 8.

(f) The County and Fire District agree to waive their statutory right to call for the creation of a fiscal review committee for any amendments which strictly comply with this SECTION 8.

SECTION 9. Administration. (a) County's Auditor-Controller shall annually determine, document and distribute Tax Increment Revenues in accordance with this AMENDED AND RESTATED AGREEMENT, as follows:

(a) The Auditor-Controller shall annually determine, as provided by law: (1) The total amount of Tax Increment Revenues generated by the Projects; (2) the total amount of Tax Increment Revenues allocated to the Agency; (3) the amount of Tax Increment Revenues allocated to the County and Fire District based on the distribution established by this AMENDED AND RESTATED AGREEMENT; and (4) the total amount of Tax Increment Revenues allocated to the Housing Fund by the County.

(b) The County Auditor-Controller shall allocate and distribute the property tax revenues generated from within the areas covered by the Projects in the manner described in Health and Safety Code Sections 33670 (a) and (b) and in accordance with the requirements of this AMENDED AND RESTATED AGREEMENT.

(c) Upon the written request of the Agency, the Auditor-Controller shall provide to the Agency a written accounting of distribution of the Tax Increment Revenues in sufficient detail to allow the Agency to determine the accuracy of tax revenue distributions. The Auditor-Controller shall recover any and all costs associated with preparation of such accounting in accordance with applicable law.

SECTION 10. Miscellaneous. (a) Nothing in this AMENDED AND RESTATED AGREEMENT shall relieve the Agency from the obligation of filing a Statement of Indebtedness pursuant to Health and Safety Code Section 33675.

(b) If this AMENDED AND RESTATED AGREEMENT is held invalid, in whole or in part, in order to carry out the purposes of expressed herein, the parties agree that each will take all necessary steps, including formal action and execution of documents, to accomplish the provisions of this AMENDED AND RESTATED AGREEMENT (including the payment of Tax Increment Revenues in the manner and in accord with the terms contemplated herein) by legal means.

(c) For audit purposes, each party shall have the right to review the other parties' calculations required in SECTION 9 herein.

SECTION 11. Term. The effective date of this AMENDED AND RESTATED AGREEMENT shall be the date of approval by the Board of Supervisors of the County of Los Angeles and, unless previously terminated by mutual agreement of the parties, all rights and obligations in this AMENDED AND RESTATED AGREEMENT shall terminate when the Agency's legal right to claim and receive Tax Increment Revenues from the Projects cease.

SECTION 12. Severability. If any portion of this AMENDED AND RESTATED AGREEMENT is held invalid, the remaining provisions shall maintain their full force and effect.

Palmdale Redevelopment Agency

EXHIBIT A

Project Area 1-A	Consolidated Fire Protection District	County Taxing Entities	Agency	Total
Reimbursement	17.50%	37.12%		54.62%
Project Activities			25.38%	25.38%
Housing Trust Fund		11.88%	8.12%	20.00%
Total	17.50%	49.00%	33.50%	100.00%

Project Area 2	Consolidated Fire Protection District	County Taxing Entities	Agency	Total
Reimbursement	17.50%	37.12%		54.62%
Project Activities			25.38%	25.38%
Housing Trust Fund		11.88%	8.12%	20.00%
Total	17.50%	49.00%	33.50%	100.00%

Project Area 3	Consolidated Fire Protection District	County Taxing Entities	Agency	Total
Reimbursement	18.70%	36.95%		55.65%
Project Activities			24.35%	24.35%
Housing Trust Fund		12.05%	7.95%	20.00%
Total	18.70%	49.00%	32.30%	100.00%

Project Area 4	Consolidated Fire Protection District	County Taxing Entities	Agency	Total
Reimbursement	17.50%	37.65%		55.15%
Project Activities			24.85%	24.85%
Housing Trust Fund		12.05%	7.95%	20.00%
Total	17.50%	49.70%	32.80%	100.00%

IN WITNESS THEREOF, the Palmdale Redevelopment Agency, the City of Palmdale, the Consolidated Fire Protection District of Los Angeles County, and the County of Los Angeles have caused this AMENDED AND RESTATED AGREEMENT to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES and
CONSOLIDATED FIRE PROTECTION DISTRICT
OF LOS ANGELES COUNTY

By: Edmund D. Edelman
Chairman,
Board of Supervisors

ATTEST TO:

LARRY J. MONTEILH,
Executive Officer -
Clerk of the
Board of Supervisors



By: Jeannette M. Leuthe
Deputy

Approved as to Form:

DE WITT W. CLINTON
County Counsel

By: [Signature]
Deputy

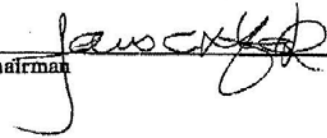
ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

41

FEB 02 1993

[Signature]
LARRY J. MONTEILH
EXECUTIVE OFFICER

PALMDALE REDEVELOPMENT AGENCY

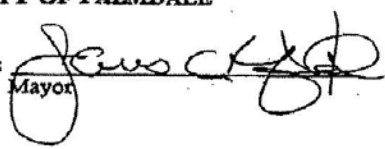
By: 
Chairman

Approved as to Form:

Agency Counsel

By: William B. Rendell

CITY OF PALMDALE

By: 
Mayor

Attest to:

City Clerk

By: Victoria L. Denham

Approved as to Form:

Agency Counsel

By: William B. Rendell

29mvp:palmdale\plmdle1.agr
06/02/93

EXHIBIT "C"

LEGAL DESCRIPTION FIRE STATION AT DOMENIC MASSARI PARK

PARCEL 2 OF PARCEL MAP NO. 27172, IN THE CITY OF PALMDALE,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP
RECORDED IN BOOK 323, PAGES 72 & 73 OF PARCEL MAPS, IN THE
OFFICE OF THE COUNTY RECORDER OF SAID COUNTY



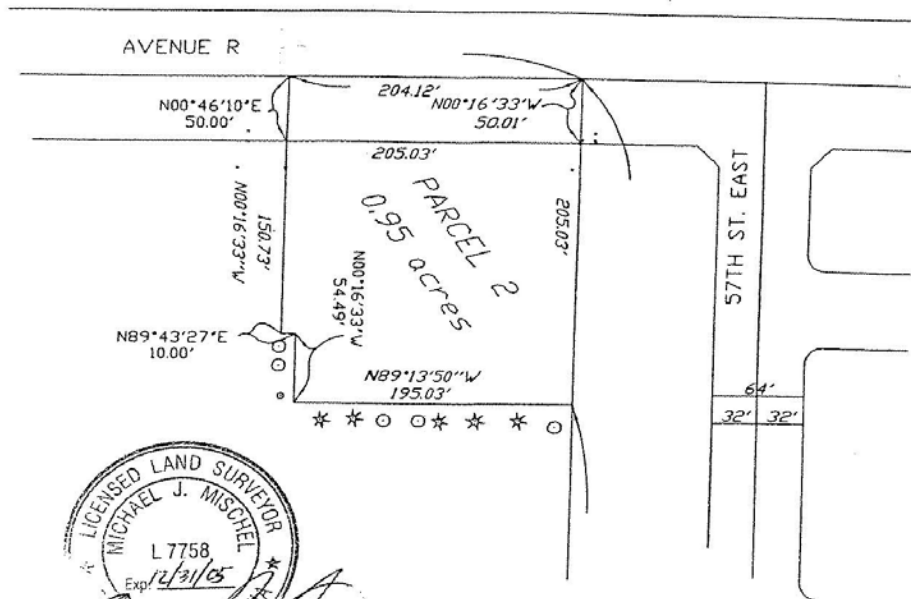


Michael Mischel

L7758
Exp. 12-31-05

7/16/04

Date



LICENSED LAND SURVEYOR
MICHAEL J. MISCHER
L7758
Exp. 12/31/05
STATE OF CALIFORNIA

[Signature]

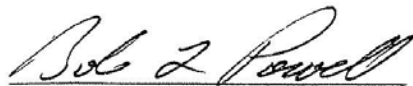
EXHIBIT "D"

LEGAL DESCRIPTION FIRE STATION AT RANCHO VISTA PARK JN 1350P

THAT PORTION OF INSTRUMENT NO. 96-1652265 AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID INSTRUMENT NO. 96-1652265, THENCE NORTHERLY ALONG THE CENTERLINE OF BOLZ RANCH ROAD, AS DEDICATED BY TRACT NO. 46140 RECORDED IN BOOK 1144 AT PAGES 24-33 IN THE OFFICE OF THE COUNTY RECORDER, OF THE COUNTY OF LOS ANGELES, NORTH $36^{\circ}05'57''$ WEST, 75.58 FEET; THENCE NORTH $53^{\circ}54'03''$ EAST, 40.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 2040.00 FEET AND A CENTRAL ANGLE OF $5^{\circ}10'01''$, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 183.96 FEET; THENCE NORTH $58^{\circ}42'12''$ EAST, 231.88 FEET; THENCE SOUTH $28^{\circ}29'23''$ EAST, 209.64 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF TOWNCENTER DRIVE AS DEDICATED BY INSTRUMENT NO. 89-629434 SAID POINT ALSO BEING ON A CURVE CONCAVE SOUTHEASTERLY WITH A RADIAL BEARING OF SOUTH $27^{\circ}22'41''$ EAST, SAID CURVE ALSO HAVING A RADIUS OF 1550.00 FEET AND A CENTRAL ANGLE OF $6^{\circ}17'10''$; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 170.05 FEET TO A POINT ON A NON-TANGENT LINE; THENCE NORTH $79^{\circ}52'52''$ WEST, 37.36 FEET TO THE TRUE POINT OF BEGINNING.


Bob L. Powell, L.S. 7669

3/6/03
Date



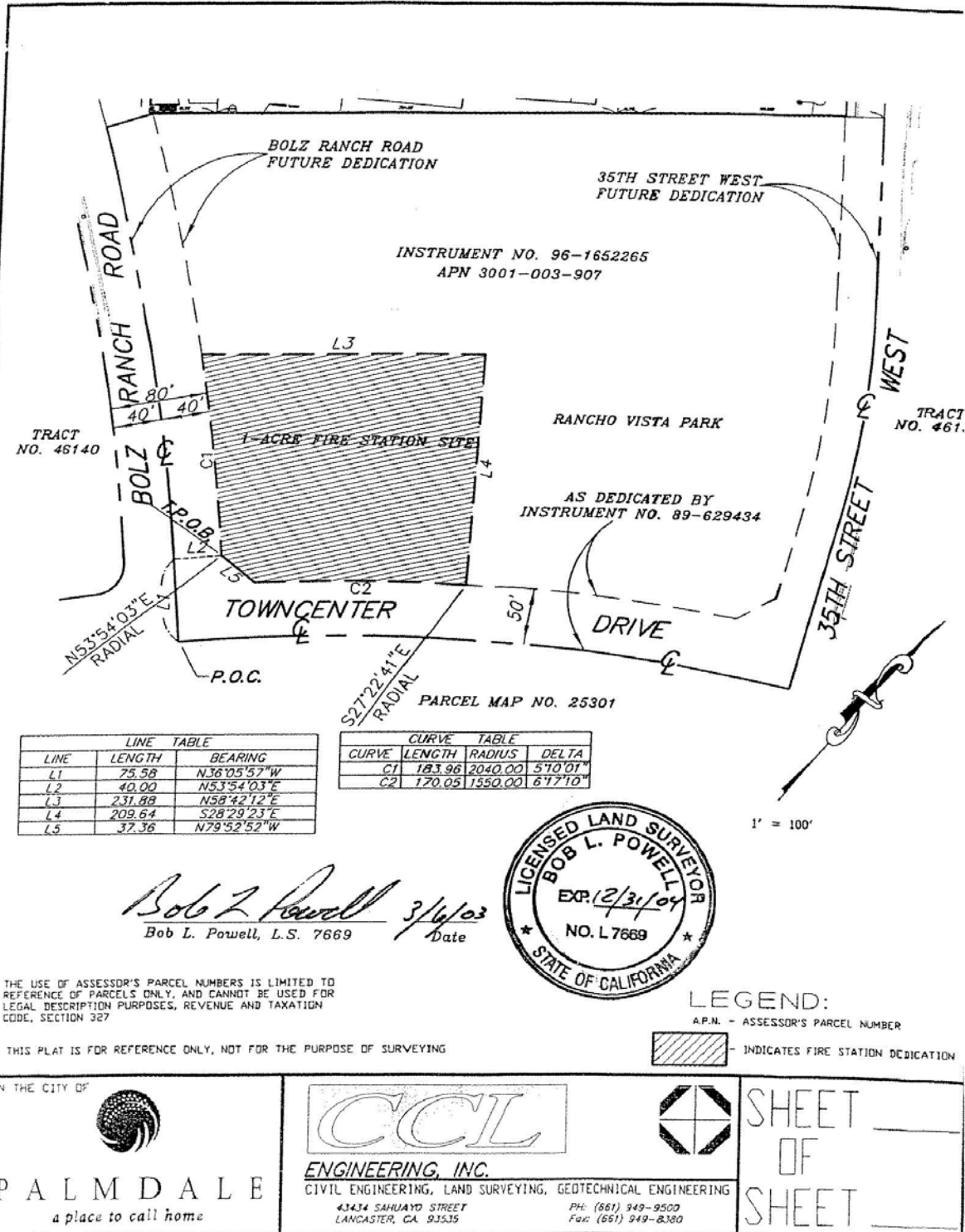


EXHIBIT "E"

LEGAL DESCRIPTION SEWER EASEMENT ACROSS RANCHO VISTA PARK TO SERVE FIRE STATION

THAT PORTION OF PARCEL 11, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP NO. 3556, FILED IN BOOK 44, PAGES 5 TO 7 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DESCRIBED IN DEED TO THE CITY OF PALMDALE, RECORDED OCTOBER 9, 1996 AS INSTRUMENT NUMBER 96-1652265, OF OFFICIAL RECORDS, IN SAID RECORDER'S OFFICE, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

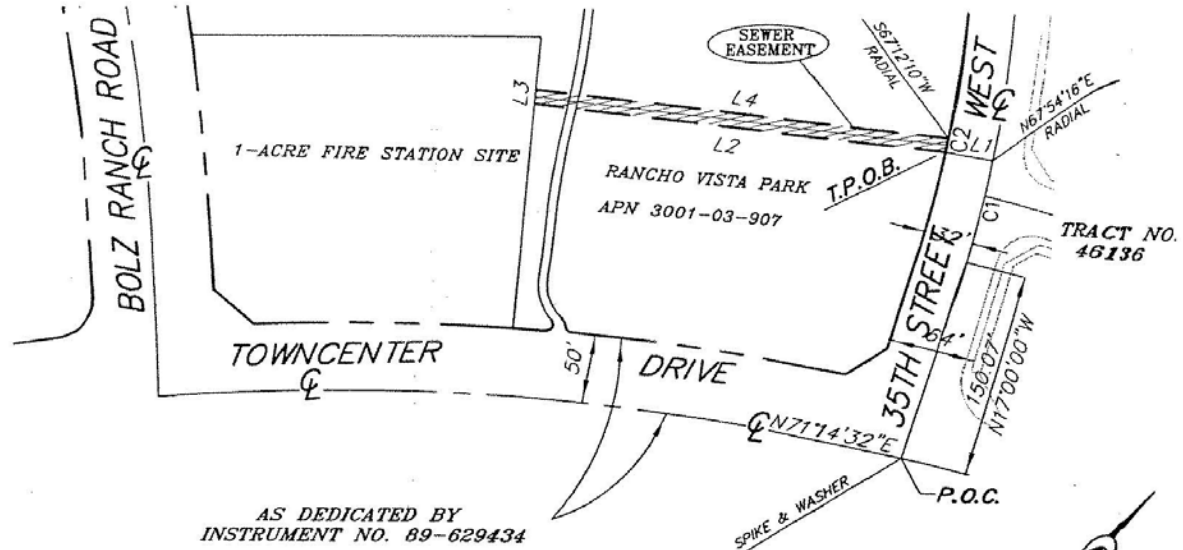
BEGINNING AT THE SOUTHERLY TERMINUS OF THAT CERTAIN CURVE HAVING A RADIUS OF 850 FEET AND AN ARC LENGTH OF 212.10 FEET, DESCRIBED IN ABOVE MENTIONED DEED; THENCE NORTHERLY ALONG SAID CURVE, 75.54 FEET TO A POINT, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT BEARS NORTH 73° 00' 01" EAST; THENCE SOUTH 67° 54' 29" WEST, 32.00 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 818.00 FEET, CONCENTRIC WITH AND 32 FEET WESTERLY FROM THE ABOVE MENTIONED CERTAIN CURVE AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 65° 02' 53" WEST, 279.09 FEET; THENCE NORTH 28° 29' 23" WEST, 10.02 FEET TO A LINE PARALLEL WITH AND 10 FEET NORTHERLY FROM ABOVE MENTIONED COURSE HAVING A BEARING OF SOUTH 65° 02' 53" WEST; THENCE EASTERLY ALONG SAID PARALLEL LINE, 280.14 FEET TO THE ABOVE MENTIONED CONCENTRIC CURVE; THENCE SOUTHERLY ALONG SAID CURVE, 10.01 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B" ATTACHED HERETO AND MADE A PART THEREOF.


BOB L. POWELL, L.S. 7669



INSTRUMENT NO. 96-1652265



AS DEDICATED BY
INSTRUMENT NO. 89-629434

PARCEL MAP NO. 25301

LINE TABLE		
LINE	LENGTH	BEARING
L1	32.00	S67°54'16"W
L2	279.09	S65°02'53"W
L3	10.02	N28°29'23"W
L4	290.14	N65°02'53"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	75.60	850.00	50°5'45"
C2	10.01	818.00	0°42'04"

1"=100'

Bob Powell
Bob L. Powell, L.S. 7669

9/30/04
Date



THE USE OF ASSESSOR'S PARCEL NUMBERS IS LIMITED TO
REFERENCE OF PARCELS ONLY, AND CANNOT BE USED FOR
LEGAL DESCRIPTION PURPOSES, REVENUE AND TAXATION
CODE, SECTION 327

LEGEND:

A.P.N. - ASSESSOR'S PARCEL NUMBER



- INDICATES SEWER EASEMENT,

IN THE CITY OF



PALMDALE



ENGINEERING, INC.

CIVIL ENGINEERING, LAND SURVEYING, GEOTECHNICAL ENGINEERING
43434 SARUAYO STREET

JUN 1350



SHEET
OF
SHEET

ENCLOSURE B

APPROPRIATION ADJUSTMENT

3 – VOTES

FY 2004-05

FINANCIAL SOURCES

FIRE DEPARTMENT
CAPITAL PROJECT ACO FUND
Services and Supplies
J13-FR-50099-2000
\$1,000,000

FINANCIAL USES

FIRE DEPARTMENT
CAPITAL PROJECT ACO FUND
Fire Station 93 – Palmdale
Building and Improvements
J13-FR-70962-6014
\$500,000

FIRE DEPARTMENT
CAPITAL PROJECT ACO FUND
Fire Station 136 – Palmdale
Building and Improvements
J13-FR-70967-6014
\$500,000

JUSTIFICATION: The appropriation adjustment is necessary to fully fund the Architect/Engineering agreement for Fire Station 93 and Fire Station 136.